

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("Agreement") is entered into on _____ ("Effective Date"), between **ESCATEC Sdn. Bhd.** (Company No. 381411-D), a company duly incorporated and existing under the laws of Malaysia and having its principal place of business at Free Industrial Zone III, 11900 Bayan Lepas, Penang, Malaysia and its affiliates ("ESCATEC"), and **[SUPPLIER NAME]** (Company No. _____), a company duly incorporated and existing under the laws of _____ and having its principal place of business at [_____ Address _____] ("Company").

ESCATEC and Company (each referred to as a "Party" and collectively referred to as the "Parties") desire to disclose Confidential Information for the purpose of exploring and discussing potential business activities of mutual interest (the "**Purpose**"). The Parties hereby agree as follows:

1. Confidential Information: Confidential Information means all information concerning the disclosing Party or its business, products, or services that is not generally known to the public, including without limitation, technical designs of any kind, schematics, circuit designs, technical, financial or business information or data, lists of actual or potential customers, suppliers, research and development plans, proprietary methods and processes, and product and business plans and strategies. Confidential Information also includes all information that the disclosing Party is required by third parties (including the disclosing Party's customers) to keep confidential. Confidential Information disclosed in written, or other tangible form shall be prominently marked or stamped as "Confidential Information" or the like at the time of disclosure; Confidential Information disclosed orally, visually or in other non tangible form shall be identified as being confidential at the time of disclosure and confirmed as such in written or other tangible form within thirty (30) calendar days after the disclosure. Information that is given or obtained by any means, whether intentionally or unintentionally through the Parties' restricted access network shall be treated as Confidential Information whether or not identified as being confidential.

2. Exceptions: This Agreement will not apply to information which

- (a) is or becomes generally known or available through no act or failure to act by the receiving Party;
- (b) is already known by the receiving Party prior to disclosure by the disclosing Party;
- (c) is hereafter rightfully furnished to the receiving Party by a third Party without restriction on disclosure;
- (d) is independently developed by the receiving Party without use of or reference to the Confidential Information;
- (e) is required to be disclosed pursuant to law or judicial action provided that the receiving Party shall give the disclosing Party reasonable advance notice of such requirement; or
- (f) is disclosed by the receiving Party with the disclosing Party's prior written approval.

3. Disclosure Restrictions: All Confidential Information delivered pursuant to this Agreement shall

- (a) be used by the receiving Party only for the sole Purpose of this Agreement, unless otherwise expressly agreed to in writing by the disclosing Party;
- (b) not be distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own

employees, contractors or suppliers who have a need to know such Confidential Information in order to carry out the Purpose, provided that such employees, contractors or suppliers have a written confidentiality obligation to receiving Party no less stringent than the confidentiality obligations of this Agreement; and

(c) be treated by the receiving Party with the same degree of care to avoid unauthorised disclosure to any third Party as with respect to the receiving Party's own confidential information of like importance but with no less than reasonable care.

4. Ownership; No Other Right or Obligation: All Confidential Information of disclosing Party including, without limitation, all copies, extracts, and portions thereof, is and shall remain the sole property of disclosing Party. Nothing in this Agreement will be construed to (a) grant to either Party any right in the Confidential Information of the other Party, except for the limited right to use such Confidential Information for the Purpose; (b) oblige either Party to enter into any agreement or transaction; or (c) preclude either Party from independently developing or acquiring from a third Party products, services or technology competing with the other Party's products, services or technology.

5. No Warranty: The Confidential Information is provided "as is" and there are no representations or warranties, express or implied, with respect to the Confidential Information, including but not limited to a warranty against infringement or for accuracy or completeness.

6. Return of Confidential Information: At the request of the disclosing Party, the receiving Party shall promptly return to the disclosing Party all materials containing any Confidential Information or confirm such destruction upon the disclosing Party's request; provided however, that electronic copies of, or containing, Confidential Information, that are automatically generated through data backup and/or archiving systems and which are not readily accessible by receiving Party's business personnel (the "electronic copies"), shall not be deemed to violate this Agreement, so long as such electronic copies are not disclosed or used in violation of the terms of this Agreement. Nothing in this Agreement shall prohibit receiving Party's legal personnel or counsel from retaining one (1) copy, including any electronic copy of any of the Confidential Information as necessary to comply with receiving Party's record keeping policy or procedure.

7. Injunctive Relief: Each Party acknowledges that

damages for improper disclosure of Confidential Information may be irreparable; therefore, in the event of any actual or threatened breach of this Agreement, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies at law or in equity.

8. Term and Survival: This Agreement shall be effective as of the Effective Date and shall continue until terminated by either Party by giving one (1) month notice in writing to the other Party of its intent to terminate this Agreement. Notwithstanding such termination, the confidentiality obligations of the receiving Party under this Agreement will survive for a period of three (3) years from the date of termination of this Agreement.

9. Related Companies: The receiving Party may disclose to its related companies the Confidential Information, the fact of discussion, and the existence of this Agreement only to the extent reasonably necessary for the Purpose, provided that the receiving Party shall procure their respective related companies to observe and comply with the terms of this Agreement where necessary or applicable.

10. Export Control: Each Party shall comply with all applicable export laws and regulations of each Party's country of domicile as they pertain to the use and disclosure of its Confidential Information.

11. Governing Law and Dispute Resolution: This Agreement shall be governed by the laws of Malaysia without regard to its conflicts of law principles. All disputes arising out of or in relation to this Agreement shall be finally settled by arbitration in accordance with the Rules of the Kuala Lumpur Regional Centre for Arbitration by one or more arbitrators appointed in accordance with the said Rules. The venue of the arbitration shall be in Penang, Malaysia. The arbitral proceeding shall be conducted in

English. The award shall be final and binding upon both Parties. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover, in addition to all other relief, its reasonable attorneys' fees, costs and expenses incurred in such action.

12. Miscellaneous:

(a) This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements and understandings, if any, between the Parties relating to the subject matter hereof.

(b) This Agreement may not be modified, amended or waived except by a written instrument duly executed by both Parties.

(c) Failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) If any clause or provision herein shall be judged invalid or unenforceable, it shall not affect the validity of any other provision, which shall remain in full force and effect.

(e) Neither Party shall assign its respective rights or obligations under this Agreement to a third Party without the prior written consent of the other Party, such consent shall not be unreasonably withheld.

(f) This Agreement shall be binding upon the respective heirs, personal representatives and successors-in-title of the Parties herein.

(g) This Agreement may be executed in counterparts each of which will be deemed to be an original but all of which together will be deemed to be one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(h) All notices hereunder shall be in writing and shall be mailed, faxed or hand-delivered to the addresses aforementioned above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorised representatives effective as of the day and year first above written.

ESCATEC

By: _____
(Authorised Signature)

Steven Lim Guan Seah

Name: _____
(Print or Type)

Director of Corporate Procurement

Title: _____

Company

By: _____
(Authorised Signature)

Name: _____
(Print or Type)

Title: _____